

EXHIBIT A

[Reimbursement Agreement Amendment]

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**FIRST AMENDMENT TO AMENDED AND RESTATED REIMBURSEMENT
AGREEMENT**

This First Amendment to the Amended and Restated Reimbursement Agreement (the “First Amendment”) is executed and entered into as of April 18, 2014 (the “Effective Date”), and is by and between **CITY OF AUSTIN, TEXAS** (“City”) and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** (the “Bank”).

WITNESSETH:

WHEREAS, the City and the Bank have executed and delivered that certain Amended and Restated Reimbursement Agreement dated as of December 1, 2012 (the “Reimbursement Agreement”), relating to the City of Austin, Texas, Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008, Subseries 2008A (the “Subseries A Bonds”) and Subseries 2008B (the “Subseries B Bonds” and together with the Subseries A Bonds, collectively referred to herein as, the “Bonds”), (ii) that certain Irrevocable Transferable Letter of Credit dated July 27, 2011, issued by the Bank supporting the Subseries A Bonds (LC No. CPCS-920639) (the “2008 Subseries A Letter of Credit”) and (iii) that certain Irrevocable Transferable Letter of Credit dated December 13, 2012, issued by the Bank supporting the Subseries B Bonds (LC No. CPCS-255269) (the “2008 Subseries B Letter of Credit” and together with the 2008 Subseries A Letter of Credit, collectively referred to herein as the “Letters of Credit”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Reimbursement Agreement or the Letters of Credit;

WHEREAS, the City and the Bank now desire to amend the Reimbursement Agreement;

WHEREAS, contemporaneously with this First Amendment, the Stated Expiration Date for each of the Letters of Credit is being extended to October 15, 2017; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby agree as follows:

Section 1. Amendment to Definitions. The following are added as definitions to Section 1.1 of the Reimbursement Agreement:

“*Anti-Corruption Laws*” means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

“*Sanctions*” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

Section 2. Amendment to Representations in Article V. The following is hereby added as Section 5.22 of the Reimbursement Agreement:

Section 5.22. Anti-Corruption Laws and Sanctions. The City and its officers and employees, and to the knowledge of the City, its agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Liquidity Drawing, Liquidity Advance or Letter of Credit, use of proceeds of the foregoing or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 3. Amendment to Section 6.15. The following is added to Section 6.15:

The City will not request any Liquidity Drawing or Liquidity Advance, and the City, including its officers, employees and agents, shall not use the proceeds of any Liquidity Drawing, Liquidity Advance or Letter of Credit (A) in violation of any Anti-Corruption Laws, or (B) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 4. Amendment to Section 2.13.

Section 2.13 is hereby amended to change the reference to the "Notice of Extension in the form of Exhibit J to the applicable Letter of Credit" to "Notice of Extension in the form of Annex I to the applicable Letter of Credit."

Section 5. Conditions Precedent. As condition to the effectiveness of this First Amendment (i) the City shall have paid to legal counsel to the Bank \$2,500 for the preparation of this First Amendment and the First Amendment to Amended and Restated Fee Agreement and (ii) the Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request.

Section 6. Representations True; No Default. The City represents and warrants that the representations and warranties contained in the Reimbursement Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date unless stated to relate to an earlier date. The City hereby certifies that no event has occurred and is continuing which constitutes an Event of Default (as defined in the Reimbursement Agreement) or which upon the giving of notice or the lapse of time or both would constitute an Event of Default.

Section 7. Ratification. Except as expressly amended hereby, the Reimbursement Agreement shall remain in full force and effect.

Section 8. Definitions and References. Any term used herein which is defined in the Reimbursement Agreement shall have the meaning therein ascribed to it unless otherwise indicated herein. The term "Reimbursement Agreement" as used in the Reimbursement Agreement or any other instrument, document or writing furnished to the Bank by the City and referring to the Reimbursement Agreement shall mean the Reimbursement Agreement as hereby amended.

Section 9. Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW

YORK; PROVIDED, HOWEVER, THAT THE RIGHTS, DUTIES AND OBLIGATIONS OF THE CITY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

Section 10. Miscellaneous. This First Amendment (a) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement, and (b) together with the Reimbursement Agreement, embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter. The headings herein shall be accorded no significance in interpreting this First Amendment. This First Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

Section 11. Consent of Bank. Pursuant to Sections 6.16 and 9.1 of the Reimbursement Agreement, the Bank hereby consents to U.S. Bank National Association serving as the Paying Agent/Registrar and as Tender Agent with respect to the Bonds.

THE REIMBURSEMENT AGREEMENT, AS AMENDED BY THIS FIRST AMENDMENT, REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION**

By: _____

Name: David M. Bayer

Title: Executive Director

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